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Return Recorded Copy to:
J. Wilma Ay
Assistant Secretary
GTE Northwest Incorporated
P.O. Box 152092 HOE03J27
Irving, TX 75015-2092

SKAMANIA CO, WASH
GTE NW

FEB 24 2 18 PM '93

GTE NW

BOOK 133 PAGE 608

Thirty-Fifth Supplemental Indenture

GTE NORTHWEST INCORPORATED
Everett, Washington

TO

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION
(A National Banking Association)

AND

FEET SAARET

Dated as of February 15, 1993

Registered	P
Indexed	P
Insured	P
Filed	
Mailed	

2-5-32-3-2002

THIS THIRTY-FIFTH SUPPLEMENTAL INDENTURE, made as of the fifteenth day of February, 1993, by and between GTE NORTHWEST INCORPORATED (formerly named General Telephone Company of the Northwest, Inc. and West Coast Telephone Company), a corporation duly created, organized and existing under and by virtue of the laws of the State of Washington, and having its principal place of business at Everett, Washington (hereinafter sometimes called the "Company"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a National Banking Association duly organized under an Act known as the "National Bank Act" of the United States of America and having its principal place of business at San Francisco, California (hereinafter referred to as the "Corporate Trustee"), and PEET SAARET, of San Francisco, California (hereinafter referred to as the "Individual Trustee"), as Trustees under that certain Indenture hereinafter referred to;

WITNESSETH:

WHEREAS, the Company's predecessor executed and delivered a Trust Indenture dated as of the 1st day of March, 1939, to the Corporate Trustee and W. J. KIEFERDORF, as Trustee (PEET SAARET being successor Individual Trustee to W. J. KIEFERDORF), to secure payment of the principal of and the interest on bonds issued and to be issued by the Company's predecessor, which Indenture has been supplemented and amended by thirty-four supplemental indentures referred to in the form of bonds hereinafter set forth (said Indenture as so supplemented and amended being hereinafter referred to as the "Indenture"); and

WHEREAS, the Company has succeeded to all rights and obligations of, and has been substituted for, its predecessor under the Indenture; and

WHEREAS, the aggregate principal amount of bonds which may be issued and outstanding at any one time under the Indenture is \$1,000,000,000; and

WHEREAS, there are presently issued and outstanding under the Indenture, bonds in the aggregate principal amount of \$498,600,000, as follows:

Title	Principal Amount
First Mortgage Bonds, 4 1/2% Series due 1993.....	\$ 5,000,000
First Mortgage Bonds, 4 5/8% Series due 1995.....	10,000,000
First Mortgage Bonds, 6% Series P due 1996.....	9,000,000
First Mortgage Bonds, 6 1/4% Series Q due 1998.....	13,600,000
First Mortgage Bonds, 7 1/8% Series R due 1999.....	18,000,000
First Mortgage Bonds, 9 1/4% Series S due 2000.....	25,000,000
First Mortgage Bonds, 7 7/8% Series U due 2002.....	20,000,000
First Mortgage Bonds, 8 1/4% Series W due 2007.....	48,000,000
First Mortgage Bonds, 9 3/8% Series X due 2008.....	50,000,000
First Mortgage Bonds, 8 3/4% Series BB due 2016.....	125,000,000
First Mortgage Bonds, 7 3/4% Series CC due 1998.....	50,000,000
First Mortgage Bonds, 9 3/4% Series DD due 2007.....	50,000,000
First Mortgage Bonds, 9 3/4% Series EE due 2030.....	75,000,000
Total.....	\$498,600,000;

and

WHEREAS, pursuant to the Indenture, the Board of Directors of the Company has provided for the establishment of a new series of bonds of the Company to be known as its "First Mortgage Bonds, 6 1/8% Series FF due 1999", to be limited (except as provided in Article I of the Indenture and Section 2 hereof with respect to bonds authenticated and delivered in exchange or substitution for other bonds) in aggregate principal amount to \$125,000,000, and the form and substance of such bonds and the terms, provisions and conditions thereof to be as set forth and provided in the Indenture as supplemented hereby; and

WHEREAS, the Company desires and has requested the Trustees to join with it in the execution and delivery of this Thirty-Fifth Supplemental Indenture for the purpose of (1) expressly granting and conveying to the Trustees the hereinafter described properties acquired by the Company subsequent to the execution of the Indenture and which are not specifically described therein but which properties, upon the acquisition thereof by the Company, became and now are subject to the lien, operation and effect of the Indenture by virtue of the after-acquired property clause or other clauses thereof, and confirming the lien of the Indenture on all property described therein or intended to be covered thereby, whether by operation of the after-acquired property clauses thereof or otherwise, other than properties heretofore duly released from the lien thereof, as security for all bonds that may at any time be issued and outstanding under the Indenture as from time to time in effect, (2) setting forth the form and substance of said First Mortgage Bonds, 6 1/8% Series FF due 1999, and the terms, provisions and conditions thereof, all to the extent and in the manner hereinafter provided, and (3) providing for amendments to the Indenture; and

WHEREAS, all conditions and requirements necessary to make this Thirty-Fifth Supplemental Indenture, in the form and upon the terms hereof, a valid, binding and legal instrument in accordance with its terms and for the purposes herein expressed, have been performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00) duly paid by the Trustees to the Company at or before the sealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees with the Trustees and their successors in the trust under said Indenture, for the equal benefit of all present and future holders of all bonds and coupons which may at any time be outstanding under said Indenture, as follows:

ARTICLE I.

TERMS AND CONDITIONS OF FIRST MORTGAGE BONDS,

6 1/8% Series FF due 1999

SECTION 1. There shall be and is hereby established a series of bonds designated First Mortgage Bonds, 6 1/8% Series FF due 1999, said bonds being sometimes hereinafter referred to as the "Bonds of Series FF", and the form thereof shall contain suitable provisions with respect to the matters hereinafter in this Section 1 specified. The aggregate principal amount of Bonds of Series FF which may be issued, authenticated and delivered under this Indenture shall be limited (except as provided in Article I of the Indenture and Section 2 hereof with respect to bonds authenticated and delivered in exchange or substitution for other bonds) to \$125,000,000. Bonds of Series FF shall mature on February 15, 1999 and shall be issued in the form of registered bonds and shall be of the denominations of \$1,000 or any multiples thereof.

The Bonds of Series FF shall bear interest at the rate of 6 1/8% per annum, payable semi-annually on February 15 and August 15 in each year; both the principal of and the interest on said bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, at the office or agency of the Company in the City of San Francisco, State of California.

Interest on each Bond of Series FF shall accrue from the date thereof, unless such date is an interest payment date and the Company shall default in the interest due on such date, in which case such interest shall accrue from the fifteenth day of February or the fifteenth day of August next preceding the date thereof. The Bonds of Series FF shall be dated as of the last interest payment date preceding the date of authentication to which interest has been paid on such Bonds, except that (i) if any such bond shall be authenticated on any interest payment date to which interest has been paid, it shall be dated as of the date of such authentication; (ii) if any such Bond shall be authenticated prior to the close of business on the record date (as hereinafter in this Section defined) with respect to the first interest payment date for the Bonds of Series FF, such Bond shall be dated as of February 15, 1993, and (iii) if any such Bond shall be authenticated after the close of business on the record date with respect to any interest payment date and prior to such interest payment date and there is no existing default in the payment of interest on the Bonds of Series FF, such bond shall be dated as of such interest payment date.

The person in whose name any Bond of Series FF is registered at the close of business on any record date with respect to any interest payment date shall be entitled to receive the interest payable on such interest payment date notwithstanding the cancellation of such bond upon any transfer or exchange thereof subsequent to the record date and prior to such interest payment date (unless there is an existing default in the payment of interest on the Bonds of Series FF at the time of such cancellation), except if and to the extent the Company shall default in the payment of the interest due on such interest payment date, in which case such defaulted interest shall be paid to the

persons in whose names outstanding Bonds of Series FF are registered at the close of business on the day preceding the date of payment of such defaulted interest or at the close of business on the special record date fixed for the payment of such defaulted interest if one shall have been fixed as hereinafter provided. Such special record date may be established by or on behalf of the Company by notice given by mail, first class postage prepaid, to holders of Bonds of Series FF at their last addresses as they appear upon the registry books not less than 10 days preceding such special record date, which special record date shall be not more than 30 days prior to such date of payment. In the event that any Bond of Series FF is called for redemption and the redemption date is subsequent to a record date with respect to any interest payment date and prior to such interest payment date, interest on such bond will be paid to the holder of such bond. The term "record date" as used in this Section with respect to any regular interest payment date shall mean January 31 or July 31, as the case may be, next preceding such interest payment date, whether or not such January 31 or July 31 is a business day.

SECTION 2. Bonds of Series FF shall be exchangeable at the principal office of the Corporate Trustee or at the office or agency of the Company in the City of San Francisco, State of California, or, at the option of the holders thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, for bonds of the same series of other authorized denominations having the same aggregate principal amount. Upon the surrender of any Bond of Series FF at the office or agency of the Company in the City of San Francisco, State of California, or, at the option of the holder thereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, together with a written instrument of transfer in form approved by the Company executed by such holder in person or by attorney authorized in writing, the Company shall execute, and the Trustee or authenticating agent shall authenticate, and the Trustee or the Company shall deliver in exchange therefor a new Bond or Bonds of Series FF for the same aggregate principal amount. No service charge shall be made for any transfer or exchange of Bonds of Series FF, but the Company may require the payment of a sum sufficient to cover any tax or taxes or other governmental charge.

The Company shall not be required to make transfers or exchanges of Bonds of Series FF during the period of 15 days preceding the mailing of notice of a partial redemption of such bonds, or to transfer or exchange any such bond, or the portion thereof, which shall have been designated for redemption.

SECTION 3. The provisions of Section 8 of Article I of the Indenture shall not be applicable to the Bonds of Series FF except that such Bonds may bear such numbers and letters and may contain such other specifications or bear such legends or endorsements and otherwise be in such form as may be required to comply with the rules of any governmental authority or of any stock exchange or to conform to usage with respect thereto.

Notwithstanding the provisions of Section 3 of Article I of the Indenture, the signatures of the officers of the Company executing Bonds of Series FF and attesting the corporate seal thereon may be facsimile, and in case any of such officers shall cease to be such officers of the Company before the Bonds so

signed and sealed shall have been actually authenticated by the Corporate Trustee or delivered by the Company, such Bonds nevertheless may be issued, authenticated and delivered with the same force and effect as though the person or persons whose facsimile signatures shall appear on such Bonds had not ceased to be such officer of the Company.

SECTION 4. The Bonds of Series FF shall not be redeemable prior to maturity except from funds deposited with the Corporate Trustee in the Sinking Fund as provided in the Indenture by the payment of the "Sinking Fund Redemption Price" set forth in Section 6 hereof, together with accrued interest to the date of redemption.

Notice of redemption of Bonds of Series FF shall be given by mail, first class postage prepaid, not less than thirty and not more than forty-five days prior to the date of redemption, to the holders of the Bonds of Series FF which are to be redeemed, at their last addresses as they appear upon the bond registry books, and the particular Bonds of Series FF to be redeemed shall be selected by the Corporate Trustee by such method as it shall deem fair and appropriate and which may provide for the selection for redemption of portions (equal to \$1,000 or a multiple thereof) of the principal of Bonds of Series FF of a denomination larger than \$1,000. The references in Sections 3, 5 and 8 of Article V of the Indenture to the publication of notice of intention to redeem shall be deemed, with respect to the Bonds of Series FF, to refer to the due mailing, as hereinabove provided, of notice of redemption. Otherwise, the provisions of Sections 5 and 8 of Article V of the Indenture shall be applicable to Bonds of Series FF.

Upon surrender of any Bond of Series FF which is to be redeemed only in part, the Company shall execute and the Corporate Trustee shall authenticate and deliver to the holder of such Bond, without service charge, a new Bond or Bonds of Series FF of any authorized denominations as requested by such holder in the aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond of Series FF so surrendered.

SECTION 5. To the extent not expressly provided by this Supplemental Indenture, the Bonds of Series FF shall be of such terms and provisions, be issued upon and subject to such terms and conditions and be entitled to such rights and benefits, all as provided by the applicable terms and provisions of the Indenture.

SECTION 6. The Bonds of Series FF and the Trustee's Certificate to be endorsed thereon are (subject to the provisions of Section 9 of Article I of the Indenture) to be substantially in the following forms:

(FORM OF FACE OF BONDS OF SERIES FF)

GTE NORTHWEST INCORPORATED

FIRST MORTGAGE BOND,

6 1/8% SERIES FF due 1999

No. FF..... \$......

GTE NORTHWEST INCORPORATED, a corporation organized and existing under and by virtue of the laws of the State of Washington (hereinafter called the "Company"), for value received, hereby promises to pay to or registered assigns, on the fifteenth day of February, 1999 unless this Bond is sooner redeemed, Dollars and to pay interest thereon at the rate of 6 1/8% per annum until the payment of said principal sum, semi-annually on the fifteenth day of February and on the fifteenth day of August in each year.

Such interest shall accrue from the date hereof, unless such date is an interest payment date and the Company shall default in the payment of the interest then due, in which case interest hereon shall accrue from the fifteenth day of February or the fifteenth day of August next preceding the date hereof. The interest so payable on any interest payment date will, subject to certain exceptions provided in the Indenture hereinafter referred to, be paid to the person in whose name this Bond (or any Bond or Bonds of Series FF evidencing the same debt) is registered at the close of business on the 31st day of January or the 31st day of July, as the case may be (whether or not such day is a business day), next preceding such interest payment date. Both the principal of and the interest on this Bond shall be payable at the office or agency of the Company in the City of San Francisco, State of California, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts.

This Bond shall not be valid or become obligatory for any purpose unless and until it shall have been authenticated by the execution by or on behalf of the Corporate Trustee or its successor in trust under the Indenture of the certificate endorsed hereon.

The provisions of this Bond are continued on the reverse side hereof and such continued provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, GTE NORTHWEST INCORPORATED has caused this Bond to be signed manually or by facsimile by its President or one of its Vice Presidents, and its corporate seal or a facsimile thereof to be hereto affixed and attested

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manually or by facsimile by its Secretary or one of its Assistant Secretaries.

Dated _____

GTE NORTHWEST INCORPORATED

By _____
President

ATTEST:

Secretary

(FORM OF TRUSTEE'S CERTIFICATE)

CORPORATE TRUSTEE'S CERTIFICATE

It is hereby certified that the within bond is one of the bonds described in the Indenture herein mentioned.

BANK OF AMERICA NATIONAL TRUST AND
SAVINGS ASSOCIATION
Corporate Trustee

By _____
Authorized Officer

or

By BANKERS TRUST COMPANY,
Authenticating Agent for the
Corporate Trustee

By _____
Authorized Officer

(FORM OF REVERSE OF BOND OF SERIES FF)

This Bond is one of an authorized issue of bonds of the Company, known as First Mortgage Bonds, all issued and to be issued pursuant to the terms and conditions of, and irrespective of the time of actual issue, equally secured by an Indenture dated as of March 1, 1939, duly executed, acknowledged and delivered by the Company to Bank of America National Trust and Savings Association (therein termed the "Corporate Trustee") and W. J. Kieferdorf (therein termed "Individual Trustee"), as Trustees (to whom Peet Szaret is successor Individual Trustee), as supplemented by Supplemental Indentures dated as of November 1, 1941, December 9, 1941, March 1, 1948, November 1, 1950, May 1, 1951, May 1, 1952, November 1, 1953, November 1, 1954, November 1, 1955, May 1, 1957, May 1, 1958, May 1, 1960, May 1, 1961, May 1, 1962, May 1, 1963, June 1, 1964, January 1, 1965, December 1, 1966, September 1, 1967, June 1, 1968, August 1, 1969, February 1, 1970, November 1, 1970, May 1, 1972, September 1, 1974, February 1, 1977, July 1, 1978, March 30, 1979, December 1, 1979, July 1, 1980, April 15, 1986, July 15, 1986, November 15, 1987, October 15, 1990 and February 15, 1993 to which Indenture and Supplemental Indentures (herein collectively referred to as the "Indenture") reference is hereby made for a description of the property, rights and franchises thereby mortgaged and pledged, the nature and extent of the security thereby granted, and the rights of the holders of said bonds and of the Trustees and of the Company in respect to such security. The Indenture limits the aggregate principal amount of the bonds of all series at any one time outstanding to \$1,000,000,000.

With the consent of the Trustees, and to the extent permitted by, and as provided in, the Indenture, any of the provisions of the Indenture, or of any indenture supplemental thereto, may, upon the proposal of the Company, be modified or altered by the affirmative written assents of the holders of at least 75% in principal amount of the bonds then outstanding under the Indenture and any indenture supplemental thereto; provided that no such modification or alteration (a) shall give to any bond or bonds secured by the Indenture preference over any other bond or bonds thereby secured, (b) shall authorize the creation by the Company of any lien prior or equal to the lien of the Indenture upon any of the trust property at the time of such modification subject thereto, (c) shall authorize or permit the extension of the time or times of payment of the principal of or the interest or premium, if any, on the bonds, or the reduction in the principal amount thereof, or in the rate of interest, or in the amount of premium, if any, thereon, or any other modification in the terms of the payment of the principal thereof or the interest thereon, (d) shall authorize the extension of any waiver of default to a subsequent default or the impairment of any rights consequent thereto, or (e) shall reduce the percentage of bonds required by the provisions of Article XI of the Indenture for the taking of any action thereunder; and, if such modification or alteration shall affect the rights of the holders of bonds of one or more, but less than all, of the series of bonds then outstanding, such modification or alteration shall be assented to by the holders of at least 75% in principal amount of the bonds of each series so affected.

In the manner, upon the notice and upon the conditions specified in the Indenture, this Bond or any portion hereof may, at the option of the Company, be redeemed from funds deposited with the Corporate Trustee in the Sinking Fund as provided for in the Indenture at the "Sinking Fund Redemption Price" of 100% of the principal amount, together with accrued interest to the date fixed for redemption.

If one or more of the events of default as defined in the Indenture shall happen, then the principal of this Bond may be declared and become due and payable, on the conditions, in the manner, and at the time, provided in the Indenture.

The Company and the Trustees may deem and treat the person in whose name this Bond is registered as the absolute owner for the purpose of receiving payment (as herein provided) of or on account of the principal and interest due hereon and for all other purposes.

In the manner and upon the conditions prescribed in the Indenture this Bond is transferable by the registered owner hereof, in person or by attorney duly authorized, at the office or agency of the Company in San Francisco, California, or, at the option of the holder hereof, at the office or agency of the Company in the Borough of Manhattan, City and State of New York, upon the surrender and cancellation of this Bond, and upon any such transfer a new bond or bonds of the same series and for the same aggregate principal amount, in authorized denominations, will be issued to the transferee in exchange herefor. Bonds of this series shall be exchangeable for bonds of this series of other authorized denominations having the same aggregate principal amount, in the manner and upon the conditions prescribed in the Indenture. Bonds of this series issued upon any exchange or transfer will be dated and will bear interest as provided in the Indenture. No service charge will be made upon any such transfer or exchange but the Company may require the payment of a sum sufficient to cover any tax or other governmental charges in relation thereto.

ARTICLE II.

AMENDMENTS TO THE INDENTURE.

SECTION 1. The Indenture is hereby amended by inserting the words "or Bonds of Series FF" in each of the following places in the Indenture as heretofore supplemented and amended:

Immediately before the word "remain" in the first line of Section 13 of Article IX (p. 12, line 5 of the Twenty-second Supplemental Indenture)

Immediately before the word "in" in the fifth line of Section 13 of Article IX (p. 12, line 9 of the Twenty-second Supplemental Indenture).

ARTICLE III.

ADDITIONAL COVENANTS OF THE COMPANY.

SECTION 1. The Company covenants and agrees that the provisions contained in Section 5 of Article II of the Supplemental Indenture dated November 1, 1941, as amended by Section 2 of Article III of the Supplemental Indenture dated November 1, 1950, and the provisions contained in Section 6 of Article II of the Supplemental Indenture dated November 1, 1941 shall be, and shall continue to be, in full force and effect, until the payment or redemption of all Bonds of Series FF.

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SECTION 2. The Company covenants and agrees that the provisions relating to redemption of bonds with cash deposited in the Sinking Fund shall be applicable to Bonds of Series FF only to the extent of $1 \frac{1}{8}\%$ per annum of the initial aggregate principal amount of Bonds of Series FF issued hereunder.

ARTICLE IV.

CONVEYANCE OF ADDITIONAL PROPERTY.

SECTION 1. The Company does, by these presents, hereby grant, bargain, sell, convey, confirm, mortgage, pledge, assign, transfer and set over unto the Bank of America National Trust and Savings Association and Peet Saaret, as Trustees, and to their successors in trust, all of the property described in the schedule attached hereto and marked Schedule "A", to which reference is hereby made, and the same is made a part hereof with the same force and effect as if herein set forth at length, to have and to hold said property in trust as a part of the mortgaged and pledged property under said Indenture and subject to all the terms and conditions of said Indenture and of all Indentures supplemental thereto; provided, however, that nothing herein contained shall be construed to be a limitation upon the provisions of said Indenture for the vesting under said Indenture of all property of the Company acquired subsequent to the date of said Indenture, it being the intention of the parties hereto that all property of the Company owned on the date of said Indenture or thereafter or hereafter acquired subject to the rights reserved in said Indenture by the Company, shall be covered by the granting and pledging clauses of said Indenture.

ARTICLE V.

MISCELLANEOUS PROVISIONS.

SECTION 1. All of the covenants, stipulations, promises and agreements in this Supplemental Indenture contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not.

SECTION 2. This Supplemental Indenture may be executed in several counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

SECTION 3. Although this Supplemental Indenture is dated as of February 15, 1993 for convenience and for the purpose of reference, the actual dates of execution by the Company and by the Trustees are as indicated by their respective acknowledgments hereto annexed.

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IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed, and their respective corporate seals to be hereunto affixed and attested, all as of the day and year first above written.

GTE NORTHWEST INCORPORATED

By Elizabeth A. Edwards
Vice President

Attest:

Richard C. Pitt
Assistant Secretary

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION

By R. Rickett
Assistant Vice President

Attest:

Allen Muir
Assistant Secretary

Peet Saaret
Peet Saaret

STATE OF WASHINGTON
COUNTY OF SNOHOMISH ss:

On this 15th day of February, 1993, before me, the undersigned, a Notary Public in the State of Washington, in and for the said County of Snohomish, residing therein and duly commissioned and sworn, personally appeared ELIZABETH A. EDWARD, known to me to be a Vice President of GTE NORTHWEST INCORPORATED and RICHARD E. POTTER, known to me to be the Assistant Secretary of GTE NORTHWEST INCORPORATED, the corporation of that name that executed the within and foregoing Supplemental Indenture and also known to me to be the persons who executed said Supplemental Indenture on behalf of said corporation, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument by authority of its Board of Directors, and that one of the seals affixed to said instrument is the corporate seal of said corporation, and acknowledged to me that such corporation executed the same.

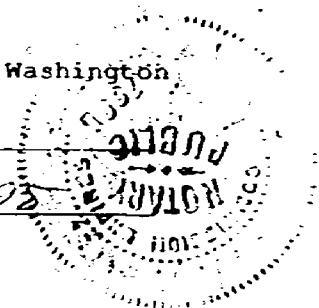
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal at my office in the City of Everett, County of Snohomish, State of Washington, the day and year first above written.

Sally A. Bates
(Sally A. Bates)

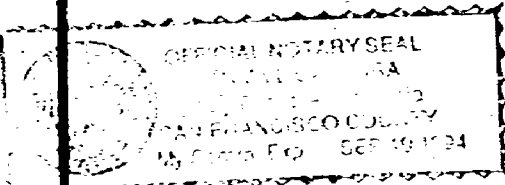
Notary Public in and for the State of Washington

Residing at Mariposille

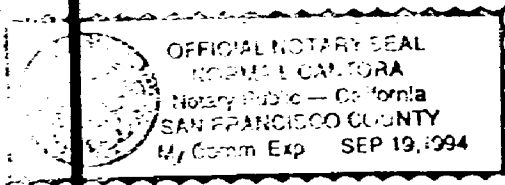
My Commission expires: 4/5/95



ALL-PURPOSE ACKNOWLEDGMENT

State of California County of San Francisco		CAPACITY CLAIMED BY SIGNER	
On <u>Feb. 18, 1993</u> before me, <u>Norma L. Cantora</u>		<input type="checkbox"/> INDIVIDUAL(S)	
Notary Public, personally appeared <u>Francine Rockett</u>		<input type="checkbox"/> CORPORATE OFFICER(S)	
<input checked="" type="checkbox"/> personally known to me - OR -		<input type="checkbox"/> PARTNER(S)	
<input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		<input type="checkbox"/> ATTORNEY-IN-FACT	
		<input checked="" type="checkbox"/> TRUSTEE(S)	
		<input type="checkbox"/> GUARDIAN/CONSERVATOR	
		<input type="checkbox"/> OTHER	
		SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	
Witness my hand and official seal.		Bank of America National Trust and Savings Association	
<u>Norma L. Cantora</u> SIGNATURE OF NOTARY			

ALL-PURPOSE ACKNOWLEDGMENT

State of California County of San Francisco		CAPACITY CLAIMED BY SIGNER	
On <u>Feb. 18, 1993</u> before me, <u>Norma L. Cantora</u>		<input type="checkbox"/> INDIVIDUAL(S)	
Notary Public, personally appeared <u>Peet Saarel</u>		<input type="checkbox"/> CORPORATE OFFICER(S)	
<input checked="" type="checkbox"/> personally known to me - OR -		<input type="checkbox"/> PARTNER(S)	
<input type="checkbox"/> proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.		<input type="checkbox"/> ATTORNEY-IN-FACT	
		<input checked="" type="checkbox"/> TRUSTEE(S)	
		<input type="checkbox"/> GUARDIAN/CONSERVATOR	
		<input type="checkbox"/> OTHER	
		SIGNER IS REPRESENTING: NAME OF PERSON(S) OR ENTITY(IES)	
Witness my hand and official seal.		Bank of America National Trust and Savings Association	
<u>Norma L. Cantora</u> SIGNATURE OF NOTARY			

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GTE NORTHWEST INCORPORATED
REAL PROPERTY SITUATE IN THE STATE OF OREGON

WASHINGTON COUNTY

No. 1

Parcel 1 of PARTITION PLAT 1992-009 as found in Partition Book 1992, page 009, of records of Washington County, Oregon.

No. 2

Parcel 1 of PARTITION PLAT NO. 1991-103 as found in Partition Book 1991, page 103 of Records of Washington County, Oregon.

EXCEPT farm use assessment of record; terms and provisions of an Easement Agreement recorded September 2, 1949 in Book 298, page 523; Restrictive Covenant to Waive Remonstrance recorded October 28, 1991 as Fee No. 91059899.

REAL PROPERTY SITUATE IN THE STATE OF WASHINGTON

ISLAND COUNTY

No. 3

Lot 23, Plat of Admiral's Cove, Division No. 6, as per plat recorded in Volume 10 of Plats, page 1, records of Island County, Washington.

SUBJECT TO: Matters disclosed by Survey contained in Easement, beneficial to the property herein described, recorded May 13, 1991 as Auditor's File No. 91006774.

KING COUNTY

No. 4

The East 100 feet of the North 142 feet of the following described property:

All that portion of the Southeast quarter of the Southeast quarter of Section 13, Township 26 North, Range 6 East, W.M., in King County, Washington, more particularly described as follows:

Commencing at the Stone Monument Set at the Northwest corner of the Southeast quarter of the Southeast quarter of said Section 13;

Thence South $0^{\circ}48'52''$ East a distance of 345.52 feet to the TRUE POINT OF BEGINNING:

Thence South $0^{\circ}48'52''$ East a distance of 345.52 feet;

Thence South $89^{\circ}50'56''$ East a distance of 323 feet;

Thence North $0^{\circ}24'20''$ West a distance of 344.24 feet;

Thence North 89°45'45" West a distance of 825.48 feet to the point of beginning.

EXCEPT portion, if any, lying within the South 1/2 of the Southeast Quarter of the Southeast Quarter;

AND EXCEPT portion, if any, within Seattle-Tacoma Power Right-of-Way;

SUBJECT TO: Declaration of Covenant, and the terms and conditions thereof, preventing certain practices in the use of said property lying within 100 feet from a well, disclosed by instrument recorded under No. 8108130524 and No. 8109150596.

SNOHOMISH COUNTY

No. 5

Lot 1 as shown on Survey recorded in Volume 35 of Surveys, page 130, under Recording No. 9106275002, records of Snohomish County, Washington, described as follows: The East 92.00 feet of the West 300.00 feet of the North 180.00 feet of the Northwest quarter of the Northwest quarter of Section 23, Township 31 North, Range 5 East, W.M., in Snohomish County, Washington.

Except the North 30.00 feet thereof for County Road.

SUBJECT TO: Right to make slopes for cuts or fills upon property herein described as granted in Deed to Snohomish County, recorded under No. 1954646; Matters shown on Survey recorded in Volume 35 of Surveys, page 130, under No. 9106275002.

No. 6

PARCEL A:

The South 115.71 feet of the East 164.00 feet of the West 654.00 feet of Lot 11, Block 4, Plat of Alderwood Manor No. 6, according to the Plat thereof recorded in Volume 9 of Plats, Pages 93 through 96, records of Snohomish County, Washington.

PARCEL B:

Together with an easement for ingress, egress and utilities, over, under and across that portion described as follows:

Beginning at the Southeast corner of Tract "A" of Snohomish County Short Subdivision SP-153 (7-74) as recorded under Auditor's File Number 8004040223, records of said County;
Thence West along the South line of said Tract "A" a distance of 158.86 feet to the Southwest corner of said Tract "A";
Thence North along the West line of said Tract "A" a distance of 8.71 feet to a point on the North line of the South 115.71 feet of Lot 11, Block 4, Plat of Alderwood Manor No. 6, according to the Plat thereof recorded in Volume 9 of Plats, Pages 93 through 96, records of said County;
Thence West along said North line a distance of 169.14 feet to a point on the East line of the West 654.00 feet of said Lot 11;
Thence South along said East line, a distance of 30.00 feet to a point on the North line of the South 115.71 feet of said Lot 11;

Thence East, along the North line of the South 85.71 feet of said Lot 11, a distance of 139.14 feet to a point on the East line of the West 793.14 feet of said Lot 11;

Thence South along said East line a distance of 8.71 feet to a point on the North line of the South 77.00 feet of said Lot 11;

Thence East along the North line of the South 77.00 feet of said Lot 11, a distance of 175.54 feet to a point on the East line of said Lot 11, said point also bears South 23°56'50" West from the Point of Beginning;

Thence North 23°56'50" East, along the East line of said Lot 11, a distance of 32.83 feet to the Point of Beginning.

Situate in the County of Snohomish, State of Washington.

REVISED TRACT "B"

That portion of Tract 11, Block 4, Plat of Alderwood Manor No. 6, according to the plat thereof recorded in Volume 9 of Plats, pages 93 through 96, inclusive, records of Snohomish County, Washington, described as follows:

Commencing at the Northeast corner of said Tract 11; thence due West along the North line thereof 207.00 feet; thence due South 133.00 feet to the true point of beginning; thence due East 158.85 feet to the Easterly boundary of said Tract 11; thence South 23°56'50" West 117.08 feet to the Southeast corner of said Tract 11; thence due West along the South line of said Tract 11, 444.42 feet to the Northeast corner of Lot 6, Plat of Glen Ellyn Park, according to plat thereof recorded in Vol. 18 of Plats, page 69, records of Snohomish County, Washington; thence due North 115.71 feet; thence due East 333.14 feet to a point which bears due North from the true point of beginning; thence due South 8.71 feet to the true point of beginning.

EXCEPT all that portion thereof described as follows:

Beginning at the Northwest corner of Lot 1, Glen Ellyn Park, according to the plat thereof recorded in Volume 18 of Plats, page 69, records of the Auditor of the County of Snohomish, State of Washington; thence North 12°40'47" East to an intersection with a line running parallel with and 163 feet South of the North line of Lot 11, Block 4, Plat of Alderwood Manor No. 6, according to the plat thereof recorded in Volume 9 of Plats, page 93, records of the Auditor of the County of Snohomish, State of Washington; thence East to an intersection with the East line of said Lot 11; thence South 23°56'50" West along the East line thereof to the Southeast corner of said Lot 11; thence West to the point of beginning.

ALSO EXCEPT that portion of said premises conveyed to Snohomish County by Quit Claim Deed recorded under Auditor's File No. 2352658.

SUBJECT TO: That portion only of the following described assessment which directly affects the subject real property and which is being segregated by Alderwood Water District. Assessment for sewer levied by Alderwood Water District under LID No. 81-1.

ALSO SUBJECT TO: Short Plat, including the terms and conditions thereof, as recorded October 24, 1983 under Recording No. 8310240110.